

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, The Department of Natural Resources and Conservation (DNRC) (hereinafter referred to as "the State") is soliciting bids for **OFF-ROAD INCIDENT VEHICLE RENTALS** to be provided in the Northern Rockies Geographic Area (Northern Idaho, Montana, and North Dakota) in support of fire suppression, severity, and all risk incidents. A more complete description of the supplies and/or services sought is provided in section 4 - *Specifications and Pricing Schedule* of this Invitation for Bid (IFB). Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

DNRC, Montana Disaster and Emergency Services (MDES), the Idaho Department of Lands (IDL), and North Dakota Forest Service (NDFS), are hereby authorized to use the agreement in accordance with the terms and conditions set forth herein.

1.1 AGREEMENT TERM

The contract period shall be for one (1) base year beginning June 01, 2020 and ending May 31, 2021 with an option to renew for two (2) successive one (1) year terms for a potential total of three (3) years from the date of award if mutually agreed to by the contractor and the state.

Prices for the first annual period of the contract will be firm and unchanging. The state will annually, on June 1st, review the agreement and determine if there will be any price changes resulting in a modification of the awarded agreement.

1.2 START WORK

The Contractor shall provide availability status to the designated dispatch office within 10 days after award of the agreement.

1.3 INSTRUCTIONS TO BIDDERS

1.3.1 Procurement Officer Contact Information. Contact information for the Procurement Officer is as follows:

Procurement Officer: Wanemah Hulett
Address: 2705 Spurgin Road
Missoula MT 59804
Telephone Number: 406-542-4350
Fax Number: 406-542-4242
E-mail Address: dnrcfirecontracting@mt.gov

1.3.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.3.3 Interpretation or Representations. The state of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.3.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation.

1.3.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.3.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The state is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or agreement.

1.3.7 IFB Attachments.

ATTACHMENTS

- A. Bid Submittal Form
- B. Sample Emergency Equipment Rental Agreement (EERA)
- C. General Clauses to the EERA
- D. Debarment and Suspension
- E. Terms and Conditions
- F. Safety Standards
- G. Harassment Free Workplace Policy
- H. Drug and Alcohol
- I. Incident Order/Project Number/Agency Contact Information
- J. Payment Offices
- K. Vehicle/Heavy Equipment Safety Inspection Checklist (OF-296)
- L. Rental Vehicle Tracking Cover Sheet (required)
- M. MT-DNRC Rental Vehicle Request Form
- N. Taxpayer Identification Request (W-9)
- O. Coversheet
- Dark Money Declaration Form

1.4 REQUIRED REVIEW

1.4.1 Review IFB. Bidders shall carefully review the entire IFB. Bidders shall promptly notify the Procurement Officer in writing utilizing the eMACS Q&A Board of this solicitation of any ambiguity, inconsistency, unduly restrictive specifications, or errors which they discover. The bidder's notification shall include any terms or requirements within the IFB that preclude the bidder from responding or add unnecessary cost. Bidders shall provide an explanation with suggested modifications. The notification must be received by the deadline set forth in section 1.4.1 - *Form of Questions*. The state will determine any changes to the IFB.

1.4.1 Form of Questions. Bidders having questions or requiring clarification or interpretation of any section within this IFB must address these issues in writing utilizing the eMACS Q&A Board of this solicitation.

1.4.2 State's Response. The state will provide a written response to all questions received by **February 24, 2020**. The State's response will be posted on the State of Montana's website with the IFB at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfMontana> by the close of business on the date listed. Any other form of interpretation, correction, or change to this IFB will not be binding upon the state.

1.4.3 Pre-Proposal Meetings.

- a. The government is planning pre-proposal meeting(s), during which potential bidders may obtain a better understanding of the work required.
- b. Bidders are cautioned that, notwithstanding, any remarks or clarifications given at these pre-proposal meetings, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to questions, or any solicitation amendment, creates ambiguities, it is the responsibility of the bidder to seek clarification prior to submitting a bid.
- c. The pre-proposal meetings will be held:

February 11, 2020 - 1900 to 2130 hours

**Idaho Department of State Lands
Sundance Room IDL
3284 W Industrial Loop
Coeur d'Alene, ID**

February 12, 2020 – 1900 to 2130 hours

**Northern Rockies Training Center – Pintlar Room
5765 West Broadway
Missoula, MT**

February 13, 2020 – 1900 to 2130 hours

**US Bureau of Land Management
Billings Interagency Dispatch
1299 Rim Top Drive
Billings MT**

1.5 BID SUBMISSION

1.5.1 Bid Submission – Bids will be submitted through the state's eMACS system Bids must be entered into eMACS prior to 2:00 pm, Mountain time, April 1, 2020.

Bidders must submit the following items:

- Bid Submittal Form
- Accord certificate (general liability and vehicle insurance)
- worker's compensation insurance certificate or Independent contractors license
- VIN #'s for each piece of applicable equipment
- W-9 taxpayer Identification Request

- Coversheet
- Debarment and suspension form

1.5.2 Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure bids are submitted and complete before the deadline.

1.5.3 Tax Identification Number (TIN) / Social Security Number (SSN). All bidders must furnish a tax identification number in the space provided on the bid submittal and return the W-9. All government agencies require a tax identification number to process payments.

1.6 CHANGE OR WITHDRAWAL OF BIDS

1.6.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so through eMACS.

1.6.2 Change AFTER Bid Opening but Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The Bidder shall submit verification of the correct bid to the State prior to the final award by the State. Bids will be evaluated for price reasonableness. You may be contacted for re-submittal for items deemed unreasonable. This will be determined by the Government.

1.7 BID AWARDS

1.7.1 Basis for Award. The state intends to award multiple agreements; however, awards will only be made to those bidders offering a reasonable price and resources that are technically acceptable. Proposed pricing for **ALL** line items will be evaluated for reasonableness. At the discretion of the state, bidders may be given an opportunity for re-submittal if their offer is determined as unreasonable.

See section 2.3 - *Ordering/Dispatch Procedure* for additional information.

Since the equipment needs of the state and availability of contractor's vehicles during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the state, the contractor shall furnish the resources listed herein to the extent the contractor is willing and able at the time of order. The state is not obligated to place nor is the contractor obligated to accept an order under the agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. The agreement(s) will not preclude the state from using agency or agency cooperator-owned resources before using resources under this agreement. Due to the sporadic occurrence of incident activity, the placement of any orders IS NOT GUARANTEED.

1.7.2 Rejection of Bids. While the state has every intention to award an agreement because of this IFB, issuance of the IFB in no way constitutes a commitment by the state of Montana to award and execute an agreement. Upon a determination such actions would be in its best interest, the state, in its sole discretion, reserves the right to:

- Eliminate any bids which seem excessive compared to the average prices submitted in any given geographic area or excessive compared to commercially available items.
- Cancel or terminate this IFB (18-4-307, MCA).
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or

- If awarded, terminate any agreement if the state determines adequate state funds are not available (18-4-313, MCA).

1.8 Claims

Claims settlement is agency specific, and remains the responsibility of the incident agency

1.8.1 State of Montana Claims.

Claims arising under the jurisdiction of the state of Montana are negotiated by the responsible Line Officer or his/her designee. A claim must be submitted in writing and include information pertaining to what the claim is for and the dollar amount requested. An S# resource order issued by the incident will be required for repairs or equipment replacement. For additional information on handling claims against MT DNRC, see Chapter 370 in the DNRC 300 Incident Business Management Manual which can be found at <http://dnrc.mt.gov/divisions/forestry/fire-and-aviation/fire-businness/forms-and-information>, or contact the Forestry Division Office, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.

1.8.2 State of Idaho Claims. Settlements arising under the jurisdiction of the state of Idaho can be negotiated by the incident Agency Administrator (Area Manager) up to \$2,500. Settlements exceeding \$2,500 must be referred to the Idaho Department of Lands, Bureau of Fire Management, 3284 West Industrial Loop, Coeur d'Alene, Idaho 83815-6021; office phone: (208) 769-1522.

1.8.3 State of North Dakota Claims. Claims against the state of North Dakota must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged injury was discovered or reasonably should have been discovered. Claim forms may be requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904

1.9 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

1.9.1 Contractor Liability for Personal Injury and/or Property Damage.

- a. The contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the contractor's vehicles or other equipment by, or the action of, the contractor or the contractor's employees and agents.
- b. The contractor, at the contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the contractor against all claims for injury or damage.
- c. The contractor shall maintain Workers' Compensation and other legally required insurance with respect to the contractor's own employees and agents.
- d. The state shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the contractor or the contractor's employees and agents in performing under this agreement, and the state shall be indemnified and saved harmless against claims for damage or injury in such cases.

1.10 LOSS, DAMAGE, OR DESTRUCTION

1.10.1 Loss, Damage, or Destruction.

- a. For equipment furnished under this agreement **WITHOUT** operator, the state will assume liability for any loss, damage, or destruction of such equipment, except that no reimbursement will be made for loss, damage, or destruction due to:
 - (1) Wear and tear, as defined in section 2.5 – *Wear and Tear* of this solicitation;
 - (2) Mechanical failure;
 - (3) The fault or negligence of the contractor or the contractor's agents or employees or state employee owned and operated equipment; or
 - (4) Acts of God such as but not limited to: hail, heavy rain, flooding, tornados, other severe weather, and other unforeseen uncontrollable events.
- b. For equipment furnished under this agreement **WITH** operator, the state shall not be liable for any loss, damage, or destruction of such equipment, except for loss, damage, or destruction resulting from the negligence, or wrongful act(s) of state employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and is responsible for safety of the equipment.

15. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS

Contractor shall comply with the provisions of the *State of Montana Executive Order No. 15-2018*. Contractor shall annually submit a disclosure form to the contract liaison. Disclosure forms can be found at:

http://vendorresources.mt.gov/Portals/121/vendor_resources/Dark_Money_Disclosure_Template.xlsm.

All disclosures must be submitted to (insert agency contact information), for reporting on <https://transparency.mt.gov/>. Failure to comply with these requirements may result in contract termination. Contractor agrees that such a failure is a material breach of this Contract.

16. REQUIRED INSURANCE

16.1 General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, commercial general liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

16.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

16.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1M aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

16.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by Contractor.

16.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as pertain to the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

16.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's, has been received by the State, PO Box 201601, Helena, MT 59620-1601. Contractor must notify the State immediately of any material change in insurance coverage, including but not limited to changes in limits, coverage's, and status of policy. The Contractor must provide the State with copies of insurance policies upon request.

SECTION 2: DISPATCH/DELIVERY REQUIREMENTS

2.0 DISPATCH/DELIVERY REQUIREMENTS

All equipment awarded under this IFB shall be located and dispatched through a Northern Rockies Dispatch Center. The contractor will be listed on an established geographic resource list.

2.1 AVAILABILITY

The Contractor is responsible for maintaining their status by informing their host dispatch center of their availability. When the contractor's equipment is unavailable, the equipment will not be eligible for dispatch under this agreement.

2.2 RELIABILITY

The contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

The state reserves the right to conduct inspections at any time (see item 2.5 - *Vehicle Inspections*).

2.3 ORDERING/DISPATCH PROCEDURE

The state intends to dispatch contractor's equipment based on geographic resource lists established from this solicitation. Orders will primarily originate through the respective dispatch center (either for the incident or for the resource), although buying teams or other state purchasers are authorized to place orders through this agreement. Employees are not allowed to walk up and order a vehicle under this agreement.

For the procurement of vehicles for on-road transportation to and from an incident or outside the Northern Rockies Geographic Area, NERV is the preferred method of hire. If there is no NERV vehicle available, then utilize the state term contract.

See section 1.7.1 - *Basis for Award* for additional information.

Orders will be managed through Northern Rockies dispatch centers. Orders originating from out of the Northern Rockies Geographic Area are not allowed under the terms and conditions of this agreement.

The geographic resource list will identify contractor's equipment, location, and price. Dispatch will consult the geographic resource list when an incident occurs and choose the contractor closest to the incident taking contractor and mobilization costs into consideration. Dispatch will inform the contractor of the location, quantity required, and date and time needed. If that contractor is unable to meet the requirements, the next closest contractor will be contacted, etc. If possible, only one contractor will be utilized per incident at a time until the contractor runs out of units. The next time the service is required, the same process will be followed. The state reserves the right to utilize contractor's equipment in a manner that it deems to be in the best interest of the state. Hosting agencies may establish dispatch priority lists, rotations, or response zones, but such arrangements are not required.

Agencies will only place orders using the 24/7 contact number provided on the bid submittal form and request vehicles by indicating the type of vehicle needed, pick-up date and **anticipated** return date. During fire suppression, severity, and all risk activities, a return date may not be known.

A given piece of equipment can be under hire to only one agency at a time.

NOTE: The States of Idaho and Montana reserve the right to select contractors who they (state officials) consider to be in their best interest. This may include contractors who did not participate in this solicitation.

The ordering agency and incident shall be listed on all documentation as the lessee, not individuals assigned to pick up the vehicle, unless the vehicle is rented for only one individual and paid for by such individual (see section 2.4.1 - *Single Resource*).

STEP 1: Requests for off-road vehicles will be submitted to dispatch on a General Message form. The request must be specific to vehicle type needed, quantity, tire requirements, delivery date and time needed and method of delivery. The intended use of the vehicles is also helpful – ex: Ground Support rigs to be assigned each day, Operational (DIVS) rigs to be assigned for incident duration, Logistical support to the line, etc.

STEP 2: Dispatch generates a resource order. A resource order will be completed for each vehicle.

- Dispatch contacts the appropriate contractor for a reservation; requests must be submitted using the required MT-DNRC Rental Vehicle Request form.
- Dispatch will state he/she is calling to reserve vehicle(s) under the DNRC Off-Road Vehicle Rental Agreement for Fire. The “renter” is the Fire Name and the appropriate resource order number (E, O, or C#) is provided to the Contractor. Or, if the vehicle is being ordered for an individual (single resource), the renter is the name of the single resource and his/her resource order number (O#) is provided to the contractor.
- Payment Method will be identified at this time i.e. (agency-issued travel or purchase card or incident generated Emergency Equipment Use Invoice [OF-286]).

STEP 3: The contractor initiates a reservation and provides a reservation/confirmation number back to the dispatcher.

- ❖ If the contractor is able to assign specific vehicles at the time of the reservation (vehicle make, model, VIN number, and license plate number), that information should be provided. ***If the contractor is unable to assign the specific vehicles at the time of the reservation, a follow up phone call is required or additional coordination during pickup.***

Step 4: Dispatch fills the resource order with the contractor’s name, vehicle information, and confirmation number in “Special Needs”. Dispatch arranges for pickup of the vehicle(s) and provides a copy of the resource order with the required confirmation number to the individual(s) who will pick up the vehicle(s).

STEP 5: Dispatch will fax or email a completed copy of the resource order to the contractor. Depending on the payment method, the vehicle could go through pre-use inspection and a payment package may be started. A *Rental Vehicle Tracking Cover Sheet* should be initiated by dispatch.

Resource orders are assigned for a specific incident. Rented vehicles cannot move to other incidents with the same resource order. A new unique resource order number will be assigned for each incident and the new resource order will be sent to the contractor by the receiving dispatch center.

2.4 PAYMENT METHODS

There are three methods for renting vehicles utilizing this agreement.

2.4.1 Single Resource.

- For single resources, the preferred method of payment is with an agency-issued travel or purchase card.
- For agency employees that do not have an agency-issued travel card or purchase card and are filling positions that require off-road use payment via the OF-286 may be arranged. Payment method must be noted on the resource order.

Vehicles rented using the OF- 286 payment method cannot go out of the Northern Rockies Geographic Area.

2.4.1.1 Agency Employees (including EFFs):

- A. Dispatch must order the vehicle utilizing the MT-DNRC Rental Vehicle Request Form
- B. Payment to the contractor is made using an agency-issued purchase card.
 - 1. Agency employees may procure a rental vehicle utilizing their agency-issued travel or purchase cards.
 - 2. Rentals for EFF employees may be procured by a Procurement Official utilizing an agency-issued purchase card.
 - 3. Agency employees and EFFs are prohibited from using a personal credit card.
 - 4. Employee resource order (O#) must state "Off Road Rental Vehicle Authorized". A separate resource order is not required for the vehicle, but a support resource order may be created, depending on local dispatch protocols.
 - 5. Vehicles will be returned directly to the contractor (city/state where rented).

2.4.2 Direct Incident Order. Ground Support Pool Vehicles - Payment via *the OF-286*

- a. Dispatch must order vehicles utilizing the MT-DNRC Rental Vehicle Request Form.
- b. Each vehicle will be assigned an equipment resource order number (E#) with an equipment package generated for each vehicle.
- c. Ground Support will check vehicles in, establish a tracking method, and submit all resource information to Incident Finance.
- d. The state will be responsible for returning the vehicles directly to the contractor (city/state where rented).
- e. If the vehicle is reassigned to another incident, a new resource order will be issued, and the contractor will receive a copy of the new resource order. The receiving dispatch center is responsible for sending a copy of the new resource order to the contractor. The OF-286 for the original assignment will be completed and a new payment packet started for the new incident. Incidents will work together to ensure proper payment and tracking.

2.4.3 Incidents Outside of the Northern Rockies Geographic Area. (Payment via agency-issued travel or purchase card ONLY)

If an off-road vehicle(s) from the MT DNRC awarded agreements is approved on the resource order for an Incident Management Team (IMT) member, agency employee or EFF for travel to an incident outside the Northern Rockies Geographic Area, payment must be made via an agency-issued travel or purchase card. Follow credit card payment direction stated in section 2.4.1.1 - *Agency Employees (including EFFs)* with the following exception:

The contractor must preapprove resources that are ordered to go out of the GACC (northern ID, MT, and ND).

2.4.4 Inspections. All vehicles rented on the MT DNRC Off-Road Vehicle Rental Agreement and paid via the OF-286 process require pre-use and post-use inspections.

All equipment furnished under this agreement shall be in acceptable condition. The state reserves the right to reject equipment that is not in safe and operable condition. Prior to incident use or anytime the

equipment is under hire, the state will perform inspections to ensure compliance with the agreement requirements.

If the equipment does not pass inspection at the incident or designated inspection point, it is considered noncompliant. The contractor may be given 24 hours, or a time frame designated by state representatives to bring the equipment into compliance. If the equipment does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the equipment was not available. Upon rejection the equipment will be removed from the geographic resource list until such time that the equipment is brought into compliance and re-inspected at the state's convenience. Repeated failures may be grounds for cancellation of this agreement. The contractor shall not have any claim for payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

2.4.5 Shift Tickets and Tracking Use. The following are required for tracking usage of rental vehicles at the incident:

- If payment is via the OF-286 the user (individual or Ground Support) will complete shift tickets – either daily or one ticket showing first and last days, depending on agency guidance. Incident Finance will finalize payment based on contract payment process.
- Agency employees or Procurement Official using agency-issued purchase card: User will complete shift tickets – either daily or one ticket showing first and last days, depending on agency guidance. Agency employee or Procurement Official will complete payment directly with the contractor.

2.4.6 Fueling. Vehicle must be full at time of pickup.

2.4.7 Demobilization and Payment Documentation. The following is required when releasing rental vehicles from the incident; (see section 2.4.8 - *Re-assignment*):

- Agency employees: Payment will be made to the contractor using the agency employee's agency-issued travel card.
- Ground Support Pool Vehicles: Incident Ground Support and Finance should coordinate the demob schedule. Copies of the finalized OF-286 shall be provided to the contractor for their records.

2.4.8 Re-Assignment.

- When the single resource or incident pool vehicle(s) is being reassigned to another incident, a new resource order will be generated. The payment packet documenting use on the initial incident must be finalized by Incident Finance, and a new payment packet will be started for subsequent incidents. The new payment packet should include a copy of the new resource order noting reassignment, new inspections and an information-only copy of the previous OF-286 to ensure proper tracking and payments are made to the contractor. When the vehicle is reassigned, the receiving incident will bear the daily cost of the vehicle on reassignment day.
- Single Resource: If an agency employee or EFF is being reassigned; the receiving incident will ensure a General Message is submitted to dispatch specifying that the vehicle is being reassigned along with the individual. This will establish an audit paper trail for the vehicle. If the original resource order listed the vehicle as a support request; the vehicle information should carry forward on the single resource's reassignment order.

2.4.9 Damage and Claim Procedures. Claims for damage will not include amounts for loss of use, diminishment of value, or administrative fees. An SF-91 Motor Vehicles Accident Report (or other agency-specific vehicle accident report form) should be completed and an investigation should be conducted. Full documentation of ALL damage shall be completed by the vehicle operator and by the Safety Officer or designated government official.

- **Damages.** In the event damage occurs to the vehicle, the driver should immediately document the damage and follow the below procedures based on the rental payment method used for the vehicle:
 - OF-286 (Incident Pool Rental): the damage will be fully documented and included in the Incident Finance package. Claims may be settled according to delegated authority from the host agency.
 - Agency-issued Travel Card (agency employee rental): The original damage documentation should be taken with the employee back to their home unit for submission to a Procurement Officer. The employee should retain a copy of all documentation. A copy must be submitted to Incident Finance to be included in the finance package.
 - Agency-issued Purchase Card Rental: The original damage documentation should be submitted to the Procurement Official identified on the *MT-DNRC Rental Vehicle Request Form*. A copy should be retained by the driver and a full copy should be submitted to Incident Finance to be included in the finance package.
- **Accidents and/or Repairs.** In the event of an accident or if repairs become necessary, the renter should immediately notify the contractor by calling the number provided on the agreement and request instructions. An SF-91 Motor Vehicle Accident Report (or other agency-specific vehicle accident report form) should be completed and an investigation should be conducted.
- **Billing for Damages.** When loss or damage is due to an exception stated below (see section 2.5 - *Wear and Tear*), the contractor will submit a claim directly to the agency-issued purchase card holder. (Non-warranted purchase card holder is responsible to submit the full claim package to a Procurement Official with claims settlement authority). An SF-91 Motor-Vehicle Accident Report (or other agency-specific vehicle accident report form) can be utilized to document non-accident damage.
- **Payment of Claims.** When loss or damage occurs, claims will be settled separately by the employee's servicing Procurement Officer and should not be billed to the employee or procurement official's credit card. The employee is responsible for completion of the appropriate documentation (see section 2.4.9 - *Damage and Claims Procedure* above). If any negligence is determined; the employee may be held financially accountable. This will be determined by the employee's hiring unit/agency. If the state denies liability on the basis that the employee was not operating the vehicle within the scope of employment at the time of the loss, the contractor may handle the matter directly with the employee. Claims for damage will not include amounts for loss of use, diminishment of value, or administrative fees.

2.5 WEAR AND TEAR

Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. **As a result, by entering into this agreement, the contractor**

agrees that what is considered wear and tear under the agreement may be in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

For the purpose of this agreement, the term "wear and tear" shall include, but not be limited to:

- a. Brush scratches on the body of the vehicle that can be buffed out. Brush scratches deep enough to require repair that includes paint shall be considered outside of the scope of wear and tear.
- b. Punctures, tears, or destruction of tires due to rocks or sticks common to a forest road.
- c. Wear to the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate; includes chips from flying rocks, and minor bumps and dents.
- d. Clogged air filters, air ductwork, and oil filters from dust.
- e. For equipment furnished under this agreement, the state shall not be liable for loss, damage, or destruction of such equipment, except for loss, damage, or destruction resulting from the negligence, or wrongful act(s) of state employee(s) while acting within the scope of their employment.
- f. To better monitor possible abuse of vehicles, the state may also conduct cursory inspections daily.

2.5.1 Tires. Due to firefighter safety and the extreme conditions the equipment rented under this agreement is subjected to; tires shall have load ratings in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). **All tires on the vehicles, including the full size spare tire, shall have sound sidewalls; body and tire tread depth of a minimum of 6/32.**

For vehicles bid in the special category for pickups with Load Range E tires, such vehicles must be delivered with load range E tires including the spare tire. Vehicles must be delivered with a matching spare tire commensurate with the tires installed on the vehicle. Spare tires must be inflated and ready for service upon delivery.

2.5.2 Tire Replacement. In the event a tire must be replaced, the state will replace the tire with the same size but due to the exigency nature of the situation there will be no consideration to brand. The incident will then bill the cost of the tire back to the contractor.

2.5.3 Multiple States and Multiple Drivers within the Northern Rockies. Vehicles may be used in multiple states within the Northern Rockies Geographic Area and may be operated by multiple drivers. The person picking up the vehicles or accepting delivery may not be the actual driver. The state will assure only licensed drivers over 18 years of age will operate vehicles.

2.6 VEHICLE INSPECTION

Pre-season inspections will not be done.

All resources furnished under this agreement shall be in acceptable condition. The state reserves the right to reject equipment that is not in safe and operable condition. Prior to acceptance of any specific vehicle for incident use, the vehicle shall be inspected by the state utilizing the *Vehicle/Heavy Equipment Pre-Use Inspection Checklist* (OF-296) to determine that it meets all the terms, conditions, and specifications set forth herein. The vehicle shall be safe (brakes, tires, headlights, turn indicators, etc.), and in good mechanical condition at the time of the pre-use inspection and all vehicles **tires must have a minimum tire tread depth of 6/32 inches**. Vehicles shall also be equipped with a **full size** spare tire, wheel wrench, and jack.

The inspections will take place either at the location of the dispatch office placing the order or at the location of the incident camp. This will depend upon logistical considerations at the time of hire. **All vehicles transported via car carrier or delivered will be inspected at the incident camp or at a pre-arranged location.**

Vehicles that fail the inspection or fail to comply with applicable laws such as **exceeding the GVWR** for the capacity offered, dyed diesel fuel, etc. shall be rejected. Equipment may be re-inspected after repairs or other reasons for the failed inspection are rectified. Contractors may not attempt to find another state agency to inspect failed equipment without discussing the circumstances with the affected hiring agency.

If the equipment does not pass inspection at the incident or designated inspection point, it is considered non-compliant. The contractor may be given 24 hours, or a time frame designated by state representatives to bring the equipment into compliance. If the equipment does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the equipment was not available. Upon rejection, the equipment will be removed from the geographic resource list until such time that the equipment is brought into compliance and re-inspected at the state's convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of this agreement. The contractor shall not have any claims or payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

If a reassignment is to occur, a post-use inspection by the sending incident as well as a pre-use inspection by the receiving incident must be completed and documented on the OF-296 pre/release inspection report.

2.6.1 Inspection Reports.

- All vehicles shall have a pre/post-use *Vehicle/Heavy Equipment Pre-Use Inspection Checklist* (OF-296).
- Original OF-296 should stay with the host agency.
- A copy of the OF-296 will be given to the contractor at the time of release.
- A copy of the OF-296 shall be included with all vehicles that are re-assigned.
- A new OF-296 shall be completed for each re-assignment.

2.7 VEHICLE RELEASE

Once released from the incident, the equipment must be returned to the contractor unless properly transferred to a new incident, which requires contractor notification. Vehicles must be resource ordered through normal dispatch and ordering procedures. The *Rental Vehicle Tracking Cover Sheet* will be completed and remain with the Incident Finance payment package, a copy will reside with the incident file (see Attachment L – *Rental Vehicle Tracking Cover Sheet* [required]).

2.7.1 Vehicle Returns. Contractors must have a key drop-box or instructions for vehicle returns afterhours (i.e. weekends and evenings). This information must be listed on the Bid Form in Box 10 (attach additional sheet if necessary).

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 AGREEMENT TERMINATION/NONCOMPLIANCE

3.0.1 Termination for Cause. The state may, by written notice to the contractor, terminate this agreement in whole or in part at any time the contractor fails to perform under this agreement.

In the event a contractor's service or equipment does not meet the specifications set forth herein, see section 2.6 – *Vehicle Inspection*, the state representative responsible for ordering the equipment shall contact the contractor to explain and document what is necessary to bring the contractor into compliance. If the contractor fails to meet specifications a repeatedly, the contractor may be removed from the geographic resource list.

SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

4.0 EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the state. Bidders who do not meet this criterion may be disqualified from further consideration. Bidders must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by bidders must be clearly identified on the bid forms.

4.1 PURPOSE

The purpose of this IFB and resulting agreements is to establish terms, conditions, and specifications for off-road incident vehicle rentals in support of fire suppression, severity, and all risk incident activities for state agencies throughout the Northern Rockies Geographic Area. This solicitation is not intended to be used for procurement of vehicles for transportation to and from an incident via paved, maintained roads only, or outside the Northern Rockies Geographic Area. The purpose is to provide mainly off-road capable vehicles and for on-incident transportation.

See sections 1.7.1 - *Basis for Award* and 2.3 - *Ordering/Dispatch Procedure* for additional information.

A given piece of equipment can be under hire to only one agency at a time.

ALL VEHICLES SHALL BE LICENSED (LICENSE PLATES OR TEMPORARY TAGS) TO LEGALLY OPERATE ON ALL ROADS.

4.2 Pricing

The state intends to award multiple agreements; however, awards will only be made to those bidders offering a reasonable price and resources that are technically acceptable. Proposed pricing for ALL line items will be evaluated for reasonableness. Reasonable price technically acceptable will be the basis for award.

To be considered to receive an agreement, contractors must submit terms and conditions and a daily rate (24-hour day) pricing, and meet the minimum requirements stated in the bid document. The daily rate shall include licensing, pre- and post-use cleaning fee (interior and exterior), mileage allowance, any refueling needed upon return, and **include all taxes and use fees. NO MILEAGE CHARGES WILL BE ALLOWED UNDER THIS SOLICITATION. *Equipment furnished under this agreement is not subject to pro-rating on the first or last day.***

Delivery/Return Rate - For contractors who offer delivery of vehicles, a per mile delivery rate shall be specified on the bid form in Box 15 "Special" Delivery/Return rate per Mile column. This delivery rate(s) will be added to the invoice for the day of delivery. In addition, this special rate can be utilized as a return rate for a contractor to pick up the vehicle after the using agency has demobilized the vehicle. The rate(s) shall include all applicable costs to deliver the vehicle. If a car carrier is utilized to deliver or return vehicles the delivery/return rate will not be paid on each vehicle transported via carrier. If a supplemental agreement is utilized for contractor delivery or return, the delivery return rate in this agreement will not be paid.

Pricing for the contractor to provide a car carrier, with operator(s), for times when multiple vehicles are needed for an incident may be submitted. This price should reflect a loaded mileage rate. Vehicles transported via car carrier will be inspected at the incident or other pre-determined location; however, car carriers will not be inspected but must meet Department of Transportation (DOT) requirements.

Listing the pricing will make it possible to close out the invoices for the vehicles at the incident when the RELEASE DATE is known prior to the Incident Management Team (IMT) demobilization.

Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear (see section 2.5 - *Wear and Tear*) under this agreement is in excess of what the equipment is subjected to under normal operations and that is reflected in the rates paid for the equipment.

4.3 TECHNICAL SPECIFICATIONS

4.3.1 Cleanliness and Fuel. All vehicles will be provided to the state clean on the interior, washed on the exterior, with a full tank of gas and all fluids, including the windshield washer fluid reservoir full. Cleaning fee and fueling upon return is to be included in the Daily Rate.

4.3.2 Tires. Due to firefighter safety and the extreme conditions the equipment rented under this agreement is subjected to; tires shall have load ratings in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, including the full size spare tire, shall have sound sidewalls; body and tire tread depth of a minimum of 6/32. For the pickup category tires rated with Load Range E are recommended. For sport utility vehicle/SUV's tires with the Load Range D or E are recommended.

4.3.3 Locations. All contractor locations must be within the Northern Rockies Geographic area. Bids submitted for vehicles outside of the Northern Rockies will not be allowed. Contractors with multiple locations in the Northern Rockies shall **submit a separate bid form for each location**, including 24/7 contact information. Vehicles will be returned to the location specified on the bid form. Instructions for after hour returns must be included on the bid form including key drop box location.

4.3.4 Keys. Vehicles shall be delivered with only one set of keys. The contractor is solely responsible for extra sets of keys delivered to the incident and the ordering agency is not responsible for extra sets of keys delivered.

4.3.5 Towing. Vehicles under this solicitation **shall not** be utilized as a towing vehicle regardless if a tow package is present on the vehicle or not. If a tow vehicle is needed for a specific incident, agencies shall utilize an incident specific agreement (i.e. EERA, BPA, or other local agency procurement method) to procure a properly equipped towing vehicle if an agency tow vehicle is not available.

4.4 PAYMENTS

Payment will be made based on calendar days (0001-2400). The host agency for each incident is responsible for payments. The payment office will be designated in Block 9 on the *Emergency Equipment Use Invoice*, (OF-286).

Time under hire shall start at the time the resource begins traveling to the incident after being ordered by the state, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 12.4 of the *General Clauses to the EERA* (see Attachment C). Vehicle must pass pre-use inspection for payment purposes (see section 2.6 - *Vehicle Inspection*).

Payment will be paid based upon the equipment ordered as documented on the resource order. Vehicles with additional attributes that were not ordered will not be compensated.

Only one daily rate shall be paid per day per vehicle no matter if the vehicle is reassigned. In the case of a reassignment, the incident the vehicle is reassigned to is responsible for the daily rate for the day that the reassignment occurs. When a vehicle is reassigned a copy of the old resource order and the OF-286 will be provided to the new Incident Finance to ensure duplicate payments are prevented.

4.5 TIMEKEEPING/INVOICING PROCESS

It is the contractor's responsibility to provide the state with a commercial order document at the time of pickup or delivery that must identify the fire name, the resource order number, and a license plate/vehicle description including VIN number, make, model, and color for each vehicle.

Vehicle use will be tracked using an *Equipment Shift Ticket* (OF-297) which will record the resource order, incident number, the incident name, the beginning and ending dates of the rental period for each order, plus other pertinent information. The *Emergency Equipment Use Invoice* (OF-286) along with the *Vehicle/ Heavy Equipment Pre-Use Inspection Checklist* (OF-296) (release inspection) form, both of which will be signed by the contractor when the vehicle is returned, will be generated by Incident Finance or the **ordering agency** for payment. **This process shall be completed before any vehicle is sent to another incident. A copy of the OF-286 and the OF-296, including the release inspection, shall be included with all packets upon re-assignment.**

It is the responsibility of incident personnel to fill out the shift tickets and turn them in to Incident Finance or designated representative who will post the equipment time to an OF-286.

When the resource is released, Incident Finance will finalize the Invoice. The incident will submit a payment package, including all signed originals of the OF-286 and other agency-specific required forms to the designated payment office.

4.6 ORDER CANCELLATION

Order cancellation, enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with sections 4.4 - *Payments*, 4.5 - *Timekeeping/Invoice Process*, 4.6 - *Order Cancellation*, and 4.7- *Exceptions*.

4.7 EXCEPTIONS

- a. No further payment will accrue during any period that the resource under hire is not in a safe or operable condition or it is not available for the assigned time period.
- b. If the Contractor withdraws resources prior to being released by the state, no further payment shall accrue, and the Contractor shall bear all costs of returning resources to the point of hire.
- c. After inspection and acceptance for use, resources that become inoperable and cannot be replaced or be repaired within 24 hours at the site of work by the contractor, may be considered withdrawn by the Contractor in accordance with the above guidance with the exception that the state shall pay return travel. The state shall calculate travel based on a normal release of resource. the Contractor shall bear any additional costs returning resource and/or operator(s) to point of hire.
- d. Deductions - unless specifically stated elsewhere in this agreement, the cost of any supplies, materials, or services provided for the Contractor by the state will be deducted from the payment to the Contractor.

4.8 VEHICLE LICENSING REQUIREMENTS

All vehicles offered and used under this agreement shall be **licensed and be legally operable on all roads**. All vehicles with a GVWR greater than 10,001 pounds shall have:

- a) US Department of Transportation (USDOT) number; and
- b) Annual USDOT certified vehicle inspection; or
- c) Commercial Motor Vehicle Safety Alliance Inspection (*49 CFR 396.23*).

4.8.1 Prohibited Marking. Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

